

SOLICITATION/SUBCONTRACT FORM

THIS SOLICITATION IS A RATED ORDER UNDER DPAS (15 CFR 700)
RATING DO-C9

TASKED UNDER NASA PRIME CONTRACT **NAS4-00047**

REQUEST FOR PROPOSAL NO. AAI080975-11-006

DATE ISSUED: JULY 14, 2011

FIRM FIXED PRICE

ISSUED BY: Arcata Associates, Inc.
ATTN: Procurement
P.O. Box 9
Edwards, CA 93523

BUYER SYMBOL: 080975

TELEPHONE: (661) 276-2591

E-MAIL: DFRC-DL-Arcata-Procurement@mail.nasa.gov

Overnight or express packages should be addressed to:

Arcata Associates, Inc. (Arcata)
Attn: Anne Crowell
Building 4876, Warehouse 6
Lilly Drive
Edwards, CA 93523

Offers must be received at the "issued by" office no later than 3:00pm, Pacific Standard Time, August 1, 2011. Late proposals will not be accepted.

SECTION B

SUPPLIES/SERVICES/PRICES

B-1 SUPPLIES TO BE FURNISHED

This solicitation is for the supplies/services detailed below:

	SUPPLIES/SERVICES	QTY	UNIT PRICE	ESTIMATED COST
001	Component Level Equipment Cost (see instructions for submission at Section L-3)			
002	Installation Cost to include Labor and Services			
003	Training			
004	Support			

SECTION C

DESCRIPTION / SPECIFICATIONS / WORK STATEMENT

C-1 INTRODUCTION:

C-1.1 PURPOSE

The purpose of the Data Center Cluster Storage is to provide a new storage system to meet the data store needs for current and future project requirements and to provide redundancy for critical systems so down time is minimized.

C-1.2 DESCRIPTION

This storage upgrade to our existing systems will replace our current technology. This need is a result of increased storage demands placed on our IT Infrastructure by the current and proposed projects here at Dryden to support mission critical projects and to provide the best possible level of service to all of our customers. The new system needs to not only supply data when needed, it must be easily expandable and also act as the cornerstone of a storage COOP solution, providing redundancy, back ups, and disaster recovery.

C-2 SCOPE OF WORK:

C-2.1 GENERAL REQUIREMENTS

This storage must be clustered to provide failover capability with multi- pathing capability.

- (a) This storage must support enterprise level IOPS support (>50,000 IOPS).
- (b) This storage must be able to support multiple RAID configurations including RAID 5 with integrated hot spares and RAID 10.
- (c) This storage must be able to clone volumes while in production and be able to support real-time, dynamic volume expansion.
- (d) Storage equipment must be VM Certified hardware (i.e. VMware Ready).
- (e) Storage must support NFS, CIFS, HTTP, iSCSI, NDMP, FTP and sFTP protocols.
- (f) Storage must be able to support simultaneous connections to multiple networks.
- (g) Storage networking must have the ability to support IP multi-pathing, VLAN tagging, link aggregation and 802.1q (QoS). Must be able to tune network traffic (QoS).
- (h) Equipment must have flexible expansion card slots (e.g. SAS cards, fibre channel cards, 10Gb NICs).
- (i) Equipment must have web based management console.

- (j) Equipment must support dual-port SAS drives.
- (k) Equipment must have dedicated read and write caches. Must be able to redistribute and/or add read and write cache modules as needed.
- (l) Equipment must be able to support both 10Gb Cisco network infrastructure and fiber channel networking. Each head node must initially have 4 x 10Gb network connections which have the ability to add additional 10Gb NICs as needed.
- (m) Equipment must support the current IPv4 networking in the data center and have the ability to support IPv6 in parallel.
- (n) Equipment must be SAS-2.0 drive compatible with 6Gb/sec or better signaling rate.
- (o) Equipment must be able to produce system generated alerts that are configurable.
- (p) Equipment must have built-in health monitoring and metrics (e.g. available storage, used storage etc.).
- (q) The management network traffic must be isolated from storage network traffic and utilize HTTPS and/or SSH. Separate physical connection for device management is necessary.
- (r) Equipment must be compatible to integrate with Active Directory and LDAP and must be able to support LDAP/AD certificate authentication.
- (s) Storage must support mirrored (bi-directional) replication over multiple interface types (e.g. 10Gbe, fibre channel) to storage appliance from other manufactures.
- (t) Each head node must contain at least 4 fibre channel (minimum 4Gbits/s, preferably 8Gbits/s) connections with the ability to expand later.
- (u) Dynamic reconfiguration of LUNs preferred.
- (v) Storage must support snapshot and cloning of volumes.
- (w) Ability to load balance via the head nodes is desirable.
- (x) Ability to remotely power off all components is desirable.
- (y) Capability to create an offsite replication of data for disaster recovery is desirable.

C-2.2 STORAGE CAPACITY

- (a) The storage solution must be scalable and able to provide at least 400TB (initial) usable storage.
- (b) Equipment must be expandable to minimum 1PB usable storage capacity.

C-2.3 STORAGE SETUP AND INSTALLATION

- (a) The storage solution must be delivered with the storage preconfigured and will require ***no more than seven (7) days*** to have the storage available, installed and in operation to the Data Center using our existing network.

- (b) Provide on-site installation/integration services to include full training for up to four (4) system administrators. This training is to include operations and troubleshooting.
- (c) Provide full system documentation after installation that include architecture drawings, system configuration data and document and full OEM operation and maintenance manuals.

C-2.4 TECHNICAL SUPPORT

- (a) Provide 24 hour 7 day support to the Center, with minimum 4 hours to be on-site during workweek and available for weekend support. This would include all spares or complete replacement.
- (b) Provide 24x7x365 telephone support is required.
- (c) Support needs to be local to Edwards AFB/Kern County.
- (d) Must have available annual HW/SW maintenance contracts
- (e) Equipment must be supportable for 5 years after installation and setup are complete.

C-2.5 DATA CENTER COMPLIANCE

- (a) The storage solution must be compatible with the current Data Center infrastructure to include power and rack mounting. The data center has overhead power supplies.
- (b) Power is 208 and equipment must have redundant power supplies. *Solution must employ energy efficient "green" technology.*
- (c) Racks are PARAMOUNT-44U-30W-45D and equipment must be free floating and able to fit inside these racks.
- (d) Componentized solutions must be able to fit wholly within a 24" wide (19" between rails) and 48" deep rack with the front and rear doors closed and still allow adequate space for cabling.
- (e) Self-contained or "uni-body" solutions should preferably meet the following physical dimensions: 24" wide x 48" deep (including front and back doors) and MUST NOT exceed 84" in height due to overhead power tracks.
- (f) Equipment must meet cooling architecture with hot/cold aisles.
- (g) Equipment must meet ASHRAE 2011 Thermal Guidelines for a class A1 data center.
- (h) Self-contained or "uni-body" solutions must be able to accommodate seismic anchoring through a standard raised floor to concrete 2 feet below. The Dryden Flight Research Center is located in a Seismic 4 Zone.
- (i) Equipment must be 508 compliant.
- (j) Specifications for all components proposed must be included in Volume II of this solicitation.

C-3 SUBMISSIONS

Offerings must include detailed cost information on a line item basis. Proposals must be submitted for consideration via USPS to the address stated on page 1 of this solicitation form. Each submission must include all instructions listed in Section L-3 Proposal Submission of this solicitation form.

C-4 EVALUATION

The top 5 submissions may be asked to provide a demonstration of their solution on site or provide access to Arcata personnel to a lab environment owned by the supplier to test the solution proposed to ensure the solution will meet requirements.

C-5 REQUEST FOR INFORMATION - Posted Questions/Answers

Q – What storage manufacturer is NASA currently standardized on?

A – This is sensitive information and not relevant information to this RFI.

Q – Is there a particular manufacturer(s) that they have a preference for?

A – We are open to all manufacturers.

Q – You have stated that you have racks (Paramount) and equipment must be free floating to fit into this rack. Can we supply our own racks? We have several reasons for using our own Industry Standard racks including:

Compliance, Certifications, Power distribution, Cable routing, Manufacturability, Serviceability, Pubs uniformity, RAS and error reporting based on rack location of HW. We have worked to make our solution an “appliance” this is turnkey such that it our testing and delivery of our own racks are crucial. We feel this would also provide DFRC with a solution befitting your mission critical environment. Can you give us the option of using our own “Industry Standard EIA” racks?

A – We have standardized our racks in the data center, but will review and evaluate all data submitted.

Q – What other storage vendors are currently in use now?

A - This is sensitive information and not relevant information to this RFI.

Q – Will data be migrated off of these other storage manufacturers’ products?

A – Some data could be migrated after the design is determined.

Q – Will the customer play a role in migration of the data off of the current storage platform or platforms?

A – Yes, we will be taking the lead in migrating any data.

Q – When does the new storage array need to be in production?

A – This has not been determined; we are still in the beginning design phase.

Q – Per the RFI, under the first stated requirement, the respondent’s “storage solution must be compatible with current Data Center infrastructure, this is to

include all operating systems in use and the current backup architecture, Veritas 6.5 or higher". Given this requirement, can you please provide detailed information about the existing data center infrastructure, including all hardware, operating systems, and the back-up and recovery architecture and solutions?

A – We feel enough information has been provided. The type of hardware and backup system is sensitive information and cannot be provided.

Q – Is the replication between different manufactures for migration purposes, DR purposes or some kind of ILM? Is this one time functionality?

A – Replication is for production bi-directional file transfer. One side has existing NAS equipment and prefers to use rsync via a fibre channel link.

Q – You've told us what you need from a capacity standpoint. What do you need from a performance standpoint IOPs and MB/s?

A – Per the requirement: This storage must support enterprise level IOPS support (>50,000 IOPS). Equipment must be SAS-2.0 drive compatible with 6Gb/sec or better signaling rate.

Q – Are technologies that provide equivalent or better performance acceptable as a replacement for a requirement.

A – We will review and evaluate all data submitted.

Q – You requested 50,000 IOP/s. Can you provide some detail regarding a typical IO size and distribution across multiple LUNs?

A – Typical random IO is primarily derived from database transactions. VM servers running MySQL, MS SQL, Oracle and FileMaker Pro services host multiple application data stores. We are looking at approximately 1 high-use database and 3-4 medium use databases per LUN across 4-5 LUNs. These will be iSCSI LUNs hosting VMs on VMFS file systems. NFS/CIFS will be used simultaneously for multiple file shares.

Q – Do you have any high bandwidth applications running concurrently with the random IO? (video streaming, backup, etc.)

A – Backups, Video streaming and large file transfers and streaming will run concurrently and during production hours.

Q – What primary applications will this array support? (data base, file sharing, VMware, etc.)

A – Database, File Shares, VMWare VMs, Web servers, Network monitors.

Q – VMWare is mentioned. Do you plan to use the array to support general storage virtualization for ESX hosts (how many), support VMWare View users (how many), or both?

A – Currently plan to support 4-6 ESX hosts (versions 3.5, 4.0 and 4.1), possibly up to 12 in the future.

Q – Do you plan on running your VMWare Data Stores on nfs, block via iSCSI (VMFS/RDM), or both?

A – iSCSI

Q – You mention VMWare Certified Hardware. Do you mean simple support on VMWare's hardware compatibility list, or do you mean support for direct vStorage API Array Integration (VAAI) to offload operations like fast clones, snaps, storage provisioning, etc. to the array from the ESX host?

A – HCL compatibility

Q – *Equipment must have unrestricted expansion cards.*

What kind of "expansion cards? Controllers, disks, connections?

A – 10Gb Ethernet (copper and fiber), Fibre Channel and whatever storage controllers are needed for expansion of the storage array (SAS, 40Gb Infiniband, etc.)

Q – *Storage must support NFS, CIFS, HTTP, iSCSI, NDMP, FTP, and SFTP Protocols.*

Our solution supports the aforementioned protocols, but have you thought about SMBv2.1 as a viable option as well?

Veritas 6.5 or higher, or any other backup package, can directly backup devices with NDMP, would this be applicable in your environment?

A – NDMP is applicable in our environment. Currently we can utilize this service for filesystems shared via a protocol mentioned here. iSCSI LUNs are not able to be backed up this way. We would like a solution that supports this, if possible.

Q – *Support needs to be local to Edwards AFB/Kern County.*

We can provide 24x7x365 4hr response to this location with options of placing a parts depot onsite at this facility, will this suffice?

A – 24x7x365 telephone support required. Same business day onsite support is sufficient. No need for parts depot onsite.

Q – *Equipment must have unrestricted expansion cards.*

We need this defined – where does NASA want to put unlimited cards; are these cards HBA's?

A – 10Gb Ethernet (copper and fiber), Fibre Channel and whatever storage controllers are needed for expansion of the storage array (SAS, 40Gb Infiniband, etc.)

Q – *Equipment must have dedicated read and write caches.*

Separate Read cache – there is no Write cache

A – Please clarify...We require Read & Write cache modules, cannot depend on system memory for cache operations.

Q – LDAP aware. We would like to know what version LDAP they are using.

A – Open LDAP, LDAPS, compatible with version 2 or 3.

Q – The storage solution must be compatible with the current Data Center infrastructure to include power and rack mounting.

What is the present power and rack mounting?

A – Racks are PARAMOUNT-44U-30W-45D and equipment must be free floating and able to fit inside these racks.

Q – Power is 208 and equipment must have redundant power supplies.

Meets requirement as long as the rack converts to 110 or 220.

A – Autosense 100-250VAC, 50-60Hz requirement.

Q – Racks are PARAMOUNT-44U-30W-45D and equipment must be free floating and able to fit these racks.

Could they explain free floating dimension are fine?

A – We consider free-floating as the ability to be mounted anywhere in the Rack, not limited to position due to weight or other physical restraints.

SECTION D

PACKAGING AND MARKING

D-1 PACKAGING AND MARKING (SEP 1990):

(a) The Seller shall preserve, pack, and mark for shipment all items deliverable under this subcontract/order in accordance with good commercial practices and adequate to ensure both acceptances by common carrier and safe transportation at the most economical rate(s).

(b) The Seller's markings on shipping containers shall be clearly legible from a distance of 36 inches. The Seller may mark by stencil, rubber stamp, or lacquer over a coated gummed label.

(End of Clause)

D-2: Shipping instructions, not provided elsewhere herein, will be furnished by the Buyer or his duly authorized representative. The Seller shall request non-provided shipping instructions from the Buyer no later than seven (7) days prior to the date the item(s) are ready for shipment.

D-3: The cognizant Transportation Officer for this subcontract/order is Arcata Associates, Inc.

D-4: The Seller shall use carriers that offer acceptable service at reduced rates when available. The Seller shall contact the cognizant Transportation Officer when assistance is required.

D-5: If packaging requirements of this subcontract/order specify the use of wood products and a preservative is required, Pentachlorophenol, commonly referred to as "Penta" or "PCP" is prohibited. Replacement preservatives are 2% copper naphthenate, 3% zinc naphthenate, or 1.8% copper 8 quinolinolate.

(a) Three (3) copies of a packing list shall be provided for "each shipment" as required under the provisions of this subcontract. Two (2) copies inside and one (1) copy attached to the outside of shipping container number 1.

(b) All boxes, crates, containers, etc. shall be clearly marked and annotated as "1 of x"; "2 of x"; "3 of x", etc. for each shipment.

(c) Submit Bills of Lading or pertinent documentation to support freight cost in excess of \$50.00 when otherwise authorized under the terms of this agreement.

SECTION E

INSPECTION AND ACCEPTANCE

E-1: The place of final inspection and acceptance for the services and deliverable hardware, software, reports and documentation called for under this subcontract/order shall **be Arcata Associates, Inc. (Arcata), Building 4876, Warehouse 6, Lilly Drive, Edwards, CA 93523**, or at sites requiring the deliverable, or for specific items, when so directed by Arcata or their duly authorized representative, the Supplier's plant. Inspection and acceptance will be accomplished by the Arcata authorized representative.

E-2: This subcontract/order incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Without limiting conditions of any other part herein, the following contract clauses contained in the Federal Acquisition Regulation (FAR), as amended, are incorporated herein and made a part hereof by this reference. Where necessary to make the context of these clauses applicable to this subcontract/order, the term "contractor" shall mean "Seller", the term "contract" shall mean "this subcontract/order", and the terms "Government", "Contracting Officer" and equivalent phrases shall mean "Buyer". All referenced clause numbers refer to the current clauses and revisions in effect as of the date of this subcontract/order. All references to "Disputes" contained in any of the below clauses are hereby deleted in their entirety. **(NOTE:** Only those clauses indicated by (X) apply to this subcontract/order.)

<u>CLAUSE NO.</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
(X) 52.246-1	Contractor Inspection Requirements	(APR 1984)
(X) 52.246-2	Inspection of Supplies-Fixed Price	(AUG 1996)
() 52.246-3	Inspection of Supplies-Cost Reimbursement	(MAY 2001)
(X) 52.246-4	Inspection of Services-Fixed Price	(AUG 1996)
() 52.246-5	Inspection of Seviles-Cost Reimbursement	(APR 1984)
(X) 52.246-16	Responsibility For Supplies	(APR 1984)

E-3 INSPECTION: (a) The Supplier shall comply with any specifications stated on the face of, or included by reference in, or attachment to this subcontract/ordersubcontract/order and with applicable Army, Navy, Air Force, and National Aeronautics and Space Administration specifications. Seller shall provide and maintain an inspection system acceptable to the Buyer. Supplier shall upon request furnish the Buyer with a report of details of material and workmanship inspections, certified by an authorized representative of the Seller.

(b) The Buyer and representatives of the Buyer's customers shall have the right to inspect and test all material and workmanship at all times and places including, when practicable, during manufacture, and if any such inspection or test is made on the premises of the Seller or subcontractor, the Seller shall furnish and require its subcontractors to furnish without additional charge, all reasonable facilities and assistance for a safe and convenient inspection or test.

(c) The Buyer shall have the right, exercisable within ninety (90) days of the receipt by it of the goods called for, to reject after inspection any of such goods which are defective. All such rejected items shall be returned to the Seller transportation collect, for credit or refund and shall not be replaced by the Seller except upon written instructions from Buyer.

E-4 WARRANTY: Notwithstanding the provisions called out at FAR 52.246-2 entitled "Inspection of Supplies – Fixed-Price" (August 1996), the following warranty shall apply to this subcontract/order:

Notwithstanding inspection and acceptance by the Buyer or any provisions of this subcontract/order concerning conclusiveness thereof, the Seller warrants that the items covered by this subcontract/order will conform to the specifications, drawings, samples, or other descriptions furnished or specified by Arcata Associates, Inc, and further warrants, that for a period of one year from the date of final acceptance by Arcata, Associates, Inc., except for latent defects, such items will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. Seller agrees that within such warranty period to repair or replace all items or parts of items covered by this subcontract/order which are within the specified period. The warranties and remedies provided for in this Condition and the Condition hereof entitled "Inspection" shall not be exclusive and are in addition to any other rights and remedies provided by law, under this subcontract/order.

E-5 QUALITY PROGRAM: The Supplier shall maintain a Quality Assurance Program which will assure that all supplies and services provided under this subcontract/order meet quality levels consistent with industry accepted practices, or as specified by work directive or elsewhere in this subcontract/order.

E-6 ACCEPTANCE: Acceptance shall be upon demonstration by the contractor that all technical requirements of the Statement of Work have been accomplished, required end to end acceptance testing has been successfully completed, witnessed and signed for by authorized Arcata Associates, Inc. authorized personnel or representative, and any discrepancies corrected.

(END OF SECTION)

SECTION F

DELIVERIES OR PERFORMANCE

F-1 Delivery Schedule: This project is an ongoing project that is funded incrementally. There is currently no delivery scheduled required.

F-2 Free On Board (FOB) Point. The FOB Point for deliverable items called for herein shall be the Dryden Flight Research Center or other locations as determined by the Buyer

F-3 This subcontract/order subcontract/order addendum incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Without limiting conditions of any other part herein, the following contract clauses contained in the Federal Acquisition Regulation (FAR), as amended, are incorporated herein and made a part hereof by this reference. Where necessary to make the context of these clauses applicable to this subcontract/order, the term "contractor" shall mean "Seller", the term "contract" shall mean "this subcontract/order", and the terms "Government", "Contracting Officer" and equivalent phrases shall mean "Buyer". All referenced clause numbers refer to the current clauses and revisions in effect as of the date of this subcontract/order. All references to "Disputes" contained in any of the below clauses are hereby deleted in their entirety. (**NOTE:** Only those clauses indicated by (x) apply to this subcontract/order.)

<u>CLAUSE NO.</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
(X) 52.211-17	Delivery of Excess Quantities	(SEP 1989)
(X) 52.242-15	Stop-Work Order	(AUG 1989)
The "90-day" period stated in the clause may be reduced to less than 90 days		
(X) 52.242-17	Government Delay of Work	(APR 1984)
() 52.247-29	F.O.B. Origin	(FEB 2006)
() 52.247-31	F.O.B. Origin, Freight Allowed	(FEB 2006)
() 52.247-32	F.O.B. Origin, Freight Prepaid	(FEB 2006)
(X) 52.247-34	F.O.B. Destination	(NOV1991)

F-4 FAR 52.211-16 VARIATION IN QUANTITY (APR 1984)

(a) A variation in the quantity of any item called for by this subcontract/order will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

0 (zero) Percent Increase
0 (zero) Percent Decrease

This increase or decrease shall apply to the total subcontract/order quantity.

(End of Clause)

F-5 ACCELERATED DELIVERY: Accelerated delivery of the items required herein is acceptable and desirable at no additional cost to Arcata Associates, Inc. Seller must notify Arcata Associates, Inc. seven days prior to the accelerated delivery date to obtain approval for delivery.

F-6 DELIVERY OF REPORTS): Except as indicated, all reports listed herein shall be delivered in electronic form via electronic mail to DFRC-DL-Arcata-Procurement@mail.nasa.gov. If use of electronic mail is not practical, the data shall alternatively be delivered by mutually agreeable means. Submission shall be marked with the subcontract/order number, to the attention of the listed recipient, in accordance with the following delivery schedule. Reports sent via mail shall be mailed to the recipients individually—not in one package to the Contracting Officer (CO) for distribution. A copy of the transmitter letter for each report shall be forward to the Contracting Officer. All correspondences shall be copied to the Buyer in order to monitor all issues that could possibility affect the scope of this requirement.

Item	Title	Delivery Date
1	Storage Solution Delivery	Within 7 days ARO
2	Installation and storage preconfiguration	Within 7 days ARO
3	Training for up to four system administrators	Immediately following installation

(END OF SECTION)

SECTION G

SUBCONTRACT ADMINISTRATION DATA

G-1 AUDIT: (a) The Supplier agrees that its books and records and its plant, or such parts thereof as may be engaged in the performance of this purchase order addendum shall at all reasonable times be subject to inspection and audit by an authorized representative of any Department of the United States Government.

(b) Supplier agrees that if a claim is filed on any termination of this purchase order addendum for the convenience of Arcata or the United States Government, Supplier's books and records and its plant, or such part thereof as may be engaged in the performance of this purchase order addendum, shall at all reasonable times be subject to inspection and audit by an authorized representative of of any Department of the United States..

G-2 ARCATA REPRESENTATIVE: Any issue relating to the purchase order addendum terms, conditions, prices, or changes in the quantity or Scope of Work will remain the responsibility of Arcata Procurement.

G-3 BILLING INSTRUCTIONS: Invoices shall be submitted to the Arcata Associates, Inc. office shown on the cover page of this purchase order addendum. Invoices must include the purchase order addendum number, invoice date, amount, payment address and sufficient detail to allow for verification. Invoices shall be submitted monthly.

Invoices will include recurring and non recurring charges. Billing will take place after completion and acceptance of job.

G-4 COGNIZANT AUDIT AGENCY: The cognizant audit authority for work performed under this purchase order addendum is the Defense Contract Audit Agency.

G-5 COMPLIANCE:

- (a) Supplier shall comply with all applicable Federal, State, or local laws, rulings, regulations, and orders pertaining thereto in effect on the date of this subcontract/order.
- (b) The Seller shall warrant that the goods called for by this subcontract/order have been or will be produced in compliance with the Fair Labor Standards Act of 1938 (29 U.S. Code 201-219) and any amendments thereto and insofar as applicable to this contract/order, the Walsh-Healey Public Contracts Act (41 U.S. Code 35-45) and any amendments thereto, as well as with the provision of any other Federal Law with respect to labor relations, minimum wages and hours of employment, now in effect or hereafter enacted, including Contract Work Hours Standard Act (4 U.S. Code 327-

330), L. 87-581 Work Hours Act of 1962 - Overtime Compensation, and with any and all rules and regulations issued under each and every such act. The Seller agrees that this warranty may be considered as the certificate contemplated by the amendment dated October 26, 1949, to the Fair Labor Standards Act of 1938.

G-6 COST PRINCIPLES-INDEMNITY: The Seller recognizes that this subcontract/order is issued under a prime contract or higher-tier subcontract requiring that cost be in accordance with Part 30 of the Federal Acquisition Regulation in effect on the date of the prime contract, and the Seller hereby indemnifies and agrees to hold the Buyer harmless from and against any and all disallowance or non recognition of cost or costs under said prime contract or higher-tier subcontract arising, directly or indirectly because of any cost or costs taken into consideration in the pricing of this subcontract/order or any price adjustments pursuant to the Condition hereof entitled "Changes" or any other provision of this subcontract/order or taken into consideration in determining any payments or settlement agreements under the "Termination" clauses hereof, that are not in accordance with the aforementioned Part 30.

G-7 PRICE WARRANTY: The Supplier warrants that the prices of items set forth herein do not exceed those charged by the Supplier to any other customer purchasing the same item in like or smaller quantities under similar circumstances.

G-8 SUBCONTRACT/ORDER ACCEPTANCE: (a) Supplier's commencement of work or shipment of deliverable articles, whichever occurs first, shall be deemed an effective mode of acceptance of Arcata's offer to purchase contained in this subcontract/order. Any acceptance of this subcontract/order is limited to acceptance of express terms of the offer contained herein.

- (a) Any proposal for additional or different terms, or any attempt by Supplier to vary any of the terms of this offer in Supplier's acceptance is hereby objected to and rejected. Such proposal shall not operate as a rejection of this offer unless such variances are in the terms of the description, quantity, price or delivery schedule; but shall be deemed a material alteration thereof, and this offer shall be deemed accepted by Supplier without said additional or different terms.
- (b) If this subcontract/order shall be deemed an acceptance of a prior offer by Supplier, such acceptance is limited to the express terms contained herein. Additional or different terms or any attempt by Supplier to vary in any degree any of the terms of this subcontract/order shall not operate as a rejection of the Supplier's offer unless it contains variances in the terms of the description, quantity, price or delivery schedule of the articles or services.

(END OF SECTION)

SECTION H

SPECIAL SUBCONTRACT REQUIREMENTS

H-1 ASSIGNMENT BY SUPPLIER: Except as herein otherwise expressly provided, neither this subcontract/order nor any interest hereunder nor any sums becoming due to the Supplier by reason hereof shall be assignable by the Supplier without the prior written consent of Arcata, provided, however, that claims for money due or to become due to the Supplier from Arcata arising out of this subcontract/order may, with written consent of Arcata, be assigned to a bank, trust company, or other financial institution, including any federal lending agency, provided that any such assignment shall conform with each of the following conditions:

- (a) Such assignment shall be duly authorized, shall cover all amounts payable under this subcontract/order and not already paid, shall not be made to more than one party, shall not be subject to further assignment and shall be subject to reduction and set-off of any indebtedness or other claim which Arcata may have against the Supplier however and whenever arising.
- (b) No such assignment shall be effective unless and until the assignee shall have filed written notice of the assignment together with a true copy of the instrument of assignment, with Arcata and with any other person entitled thereto by law, nor until the Supplier (if a corporation) shall have furnished Arcata with a certified copy of the resolution of Supplier's Board of Directors, signed by its Secretary, under the corporate seal authorizing this assignment, or (if the Supplier is not a corporation) shall have furnished Arcata with suitable documentary evidence of Supplier's authority so to assign.
- (c) In no event shall copies of this subcontract/order or if any plans, specifications, or other similar documents relating to work under this subcontract/order, if marked "Top Secret", "Secret", "Confidential", or "Confidential-Modified Handling Authorized" be furnished to any assignee of any claim arising under this subcontract/order or to any other person not entitled to receive the same; provided that a copy of any part or all of this subcontract/order so marked may be furnished, or any information contained therein may be disclosed, to such assignee upon the prior written authorization of the buyer.

H-2 ASSIGNMENT OF CONTRACT: Seller hereby agrees to permit assignment of the order to Arcata, or to another party that may be selected by Arcata. Any such assignment will be at the sole discretion of Arcata.

H-3 CHANGES: No modification of this subcontract/order shall be binding on Arcata unless made by a formal subcontract/order Change Notice or Subcontract Modification. Arcata may at any time by written order and without notice to sureties or assignees, make changes, within the general scope of this subcontract/order, in any or more of the following: (i) drawings, designs, specifications, or other purchase descriptions, where the supplies to be furnished are to be specifically provided to Arcata in accordance therewith; (ii) method of shipping or packing, and (iii) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for the performance of any part of the work under this subcontract/order, whether changed or not changed by any such change order, an equitable adjustment shall be made in the subcontract/order's price or delivery schedule, or both, and the subcontract/order shall be modified in writing accordingly. Any claim by the Supplier for adjustment under this Requirement must be asserted within fifteen (15) days from the date of notification of the change, provided however, that Arcata may receive and act upon any such claim asserted at any time prior to final payment under this subcontract/order. Nothing in this Requirement shall excuse the Supplier from proceeding with the subcontract/order as changed.

H-4 EFFECT OF PRIOR DEALINGS: This subcontract/order is intended by Buyer and Seller as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between Buyer and Seller and no usage of the trade shall be relevant to supplement or explain any term used in this subcontract/order. Acceptance or acquiescence in a course of performance rendered under this subcontract/order shall not be relevant to determine the meaning of this subcontract/order even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection.

H-5 EXCUSABLE DELAY: The Seller shall not be charged with any liability for failure or delay in making deliveries when such failure or delay is due to any cause beyond the control and without the fault or negligence of the Supplier. Examples of these causes are: (1) Acts of God or of the Public Enemy (2) Acts of the Government in either its sovereign or contractual capacity (3) fires (4) floods (5) epidemics (6) quarantine restrictions (7) strikes (8) freight embargo (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Supplier. Default includes failure to make progress in the work so as to endanger performance. The Seller shall give to Arcata prompt notice in writing when it appears that such a cause will delay deliveries under this order. If any such failure or delay shall threaten to impair Arcata's ability to meet delivery requirements for its product, Arcata shall have the right at its option and without liability to the Supplier, to cancel, by notice in writing to the Seller, the portion or portions of this subcontract/order so affected. Correspondingly, Arcata shall be excused for failure or delay in performance herein due to any cause beyond its control and without its fault or negligence.

H-6 INDEMNITY FOR DEFECTIVE COST OR PRICING DATA: Seller hereby agrees to hold the buyer harmless from and against any and all price or cost reductions (excluding Buyer's applicable overhead and profit or fee) made pursuant to FAR 52.215-10 "Price Reduction for Defective Cost or Pricing Data" (or FAR 52.215-11 "Price Reduction for defective Cost or Pricing Data-Modifications") or any other provisions of the prime contract or higher-tier subcontract under which this subcontract/order is issued, and from and against any and all cost disallowance's or non-recognition of costs under such prime contract or higher-tier subcontract if such price or cost reduction, cost disallowance or non-recognition of costs arises or results directly or indirectly because:

(a) The Seller furnished cost or pricing data which was not complete, accurate, and current as certified in the Seller's Certificate of Current Cost or Pricing Data;

(b) Any subcontractor at any tier hereunder, pursuant to the clause of this subcontract/order entitled "Subcontractor Cost or Pricing Data" or "Subcontractor Cost or Pricing Data-Price Adjustments" or any subcontract clause therein required, furnished cost or pricing data which was not complete, accurate, and current as certified in such subcontractor's Certificate of Current or Pricing Data;

(c) Any subcontractor or prospective subcontractor at any tier hereunder furnished cost or pricing data which was required to be complete, accurate, and current and to be submitted to support any cost estimate furnished by the Seller to Buyer or by Buyer to the Government but which was not complete, accurate, and current as of the date certified in the Seller's Certificate of Current Cost or Pricing Data; or

(d) The Seller or any subcontractor or prospective subcontractor at any tier hereunder furnished any data, not within (a), (b), or (c) above, which was not accurate as submitted.

Accordingly, without limitation of the foregoing, the price of this subcontract/order shall be reduced and the subcontract/order shall be modified in writing as necessary to reflect the full amount of any and all such price or cost reductions and any and all such cost disallowance's or non-recognition of costs.

The rights and remedies of Arcata under or pursuant to this indemnity shall be cumulative and additional to any other or further rights and remedies provided under this subcontract/order or at law or in equity.

(NOTE: Since the subcontract/order is subject to reductions under this Requirement by reason of defective cost or pricing or other data submitted in connection with certain subcontracts of Seller, it is expected that the Seller may wish to include a clause in each such subcontract requiring the subcontractor to appropriately indemnify the Seller. However, the inclusion of such clause and the terms thereof are matters for negotiation and agreement between the Seller and the Subcontractor.

It is also expected that any subcontractor of Seller subject to such indemnifications will generally require substantially similar indemnification for defective cost or pricing data required to be submitted by his lower-tier subcontractors.)

H-7 INVALIDITY/WAIVERS/REMEDIES: The invalidity in whole or in part of any Requirement of this subcontract/order shall not affect the validity of the other Requirements. The remedies herein reserved shall be cumulative and additional to any other remedies in law or in equity. No waiver of a breach of any provision of this subcontract/order shall constitute a waiver of the breach of any other provision of this or any other subcontract/order.

H-8 MATERIALS AND EQUIPMENT:

- (a) If provision is made on the face of this subcontract/order for the furnishing by the Buyer to the Seller of any Government owned materials to be used in connection with the performance of this subcontract/order, such materials will be delivered to the Seller in sufficient time to enable it meet the delivery dates for the articles to be furnished to Buyer under this subcontract/order. In the event that any such materials are not delivered to the Seller in sufficient time, the resultant delay of the Seller in delivering to the Buyer the articles called for under this subcontract/order shall be an excusable one under the provisions of the Requirement hereof entitled "Excusable Delay". The Buyer shall have no liability to the Seller by reason of any delay in delivery, or failure to deliver, such materials; provided, however, that if as a result of such delay or failure, Arcata shall terminate this subcontract/order, it shall be terminated for the convenience of Arcata.
- (b) Title to any materials furnished by Arcata or the Government to the Seller shall remain in Arcata or the Government, respectively. The Seller is directed not to carry insurance (nor to include the premiums thereon as an element in the price of the articles to be furnished to Arcata) against loss or damage to Arcata's or the Government's interest in such materials by reason of fire, extended coverage, riot or civil commotion. The risk of loss or damage to such materials from any other cause from the time of delivery to the Seller to the time of redelivery to Arcata shall be borne by the Seller.
- (c) The Seller shall not be required to account to Buyer for the proceed from the sale of scrap generated during the performance of this subcontract/order by the processing of materials furnished by Buyer, provided, however, that the Seller shall replace by purchase from the Buyer at Buyer's prices then current any materials lost or damaged because of spoilage, breakage, or defective workmanship in excess of any allowance made therefor by Buyer. Upon completion of this subcontract/order any of the materials furnished by the Buyer and not consumed in performance of the subcontract/order shall be disposed of in accordance with instructions from the Buyer.

- (d) Nothing in this Requirement shall apply to machinery, tools, or other capital equipment which may have been loaned or leased by the Buyer or the Government to the Seller.
- (e) When the Buyer or the Government furnished any material, in whole or in part, for the manufacture of parts or assemblies, the Seller shall not substitute material from any other source nor shall the Seller alter its physical or chemical properties except in accordance with applicable the Buyer specifications or except with Arcata's written approval.

H-9 OTHER RIGHTS AND REMEDIES AND APPLICABLE LAW: The rights and remedies herein reserved to Buyer shall be cumulative and additional to any other or further rights and remedies provided in law or equity and all the rights and obligations of the parties shall be governed and construed by the laws of the State of Nevada and the United States.

H-10 PATENT/COPYRIGHT INDEMNITY: The Seller agrees to hold harmless the Buyer and each subsequent purchaser or user of the goods sold to the Buyer under this subcontract/order, except as to goods manufactured according to a design furnished by the Buyer, from any suit or action alleging that the manufacture, use or sale of said goods infringes any United States or a foreign country's patent or copyright

H-11 RELEASE OF INFORMATION AND ADVERTISING: Seller shall not without prior written consent of the Buyer, make any disclosure, news release or public announcement, denial or confirmation of same, of any part of the subject matter of this subcontract/order or in any manner advertise or publish the fact that Seller has supplied or contracted to supply to Buyer the items mentioned herein except as may be required to perform this subcontract/order.

H-12 RELIANCE: Notwithstanding any first article approvals, design approvals, drawing approvals, bench mark approvals or similar actions by the Buyer, if goods or services ordered are to be furnished or performed in accordance with a specification containing performance, functional or design requirements or indicating any particular purpose or purposes for which the goods or services are required, the Seller represents and warrants that the Seller is recognized as an expert in the field or fields of technology involved and the Seller agrees that the Buyer is relying on such representation and warranty by the Seller and on the Seller's expertise, skill and judgment to meet such requirements and to select and furnish goods or services that are fit for such particular purpose or purposes, whether expressed or reasonable implied.

H-13 RIGHT OF ACCESS: Without limitation of the inspection rights granted to The United States Government under the Condition of Section E hereof entitled "Inspection", representatives of the Buyer may request that the United States Government be granted the right of access to the Seller's facilities at all reasonable times for purposes of determining the progress of work in process for the Buyer.

H-14 SUBCONTRACTING: Seller agrees it will not enter into a subcontract for the procurement of items covered by this subcontract/order in completed or substantially completed form without first obtaining the written approval of the Buyer.

H-15 TAX EXEMPTION: This purchase is exempt from sales and use tax. Based on the California Order #74 and Public Law #319, the Federal Government is exempt from state and city taxation for purchase and rentals of personal property and supplies. Arcata will provide a copy of the State Sales Tax Exemption Certificate issued by the Government to Arcata to the successful Seller upon request.

H-16 TITLE: All purchases made under this subcontract/order are made under National Aeronautics and Space Administration Prime Contract Number **NAS4-00047**. Title shall pass to the U.S. Government at the time of acceptance.

H-17 TIME IS OF THE ESSENCE: Seller recognizes and agrees that "time is of the essence" in the performance of this subcontract/order.

H-18 CONTRACTUAL RELATIONS: For the purpose of this subcontract/order Arcata Associates, Inc. may be referred to as the "Buyer" and Proposer may be referred to as the "Seller". The Seller understands that there is no privity of contract between the Seller and Buyer's customer, the U.S. Government. The Seller is not authorized to conduct contractual matters directly with the Government concerning work being performed under this Subcontract/Order. Discussions of a technical nature may be conducted between the Seller and the Government if expressly instructed to do so by Arcata Associates, Inc.

H-19 BRAND NAME OR EQUIVALENT: Brand Name or Equivalent products may be required in the performance of this subcontract/order. No "Grey Market" items will be accepted by Arcata. Sellers submitting "equivalent" equipment should note that the determination as to the evaluation of the sufficiency of the equipment with regard to the Buyer's intended use lies solely with the Buyer. Complete descriptive literature is required for consideration by the Buyer in his or her determination. Further, the Buyer's evaluation may require system configuration and equipment testing at the locations required by the Buyer in order to determine its suitability for use.

H-20 INSURANCE REQUIREMENTS: (Applicable to installation or Maintenance Services): (a) The Subcontractor shall, as a minimum, obtain and maintain during any installation phases of this subcontract the following insurance:

1. Workmen's Compensation and Employees Liability Insurance -- Minimum limit of **\$100,000.00** per accident.
2. Comprehensive General Liability Insurance - Minimum limits of **\$500,000.00** per occurrence.

3. Automobile Liability Insurance - Minimum limits of **\$200,000.00** per person and **\$500,000.00** per occurrence for bodily injury liability and **\$20,000.00** for property damage liability is required on each vehicle.
- (a) The minimum insurance amount specified in paragraph 1 should not include a deductible. Notwithstanding, if there is a deductible incorporated into the terms of the insurance policy, then Arcata Associates, Inc. shall not be liable for the deductible, nor shall it be an allowable cost if paid by the Subcontractor.
 - (b) Prior to the commencement of work hereunder, evidence of insurance shall be furnished in a form satisfactory to Arcata Associates, Inc. In addition, the Subcontractor shall furnish evidence of a commitment by the insurance company to notify Arcata Associates, Inc. in writing of any material change, expiration, or cancellation of any of the insurance policies required hereunder not less than thirty (30) days before such change, expiration, or cancellation.

THE ABOVE REQUIREMENT ONLY APPLIES TO SERVICE OR MAINTENANCE CONTRACTS ON A GOVERNMENT FACILITY.

H-21 AVAILABILITY OF FUNDS FOR NEXT CONTRACT PERIOD: Funds for this contract will be incrementally funded based on availability of funds from the government. Arcata Associates, Inc. obligation for performance of this contract is contingent upon the Government continuation of funding for the subcontract/order. Should addition of funds not be exercised by the Government, Arcata Associates, Inc. shall provide written notice to the subcontractor. No legal liability on the part of Arcata Associates, Inc. for payment may arise for performance under this subcontract beyond the funds available on current subcontract/order.

H-22 YEAR 2000 WARRANTY: Seller warrants that each product supplied hereunder shall, in handling any calendar dates (including leap years) or any truncated portions thereof: within a continuous range of dates before, during and after January 1, 2000 function accurately, without interruption or premature termination, and without requiring any intervention, modification or alteration; and shall accurately process date data correctly provided by other sources in the format required by the product; and in a disclosed, defined and predetermined manner, input, accept, process, store and without ambiguity, i.e., the information technology shall accurately process date data (including but not limited to, calculating, comparing, and sequencing) from, into and between the 20th and 21st centuries and the years 1999 and 2000 and leap year calculations. Notwithstanding anything to the contrary contained herein, the above warranty shall apply as long as the Seller's product is used by Buyer and shall include, at no cost to

the Buyer, the correction of any errors in data or programs caused by the failure of Seller's product to perform in conformity with such warranty.

H-23 SECTION 508 COMPLIANT

Section 508 requires that, when Federal agencies develop, procure, maintain, or use EIT, (1) individuals with disabilities who are Federal employees have access to and use of information and data that is comparable to the access to and use of the information and data by Federal employees who are not individuals with disabilities; and (2) individuals with disabilities who are members of the public seeking information or services from a Federal department or agency to have access to and use of information and data that is comparable to the access to and use of the information and data by such members of the public who are not individuals with disabilities (FAR 39.201 and 36 CFR 1194.1). Comparable access is not required if it would impose an undue burden on the agency.

Procurement awards made on or after June 25, 2001, are subject to the Section 508 FAR Final Rule. In addition, software applications and operating systems; Web-based information, systems or applications (Internet, Intranet or Extranet); telecommunications products; video and multimedia products; self contained, closed products; and desktop and portable computers developed, procured, or used on or after June 21, 2001, must be Section 508 compliant.

The Section 508 requirements do not apply retroactively to EIT existing prior to June 21, 2001, as it relates to enforcement. Specifically, the Access Board's Electronic and Information Technology Accessibility Standards: Economic Assessment states that: The standards are to be applied prospectively and do not require Federal agencies to retrofit existing Electronic and Information Technology. As agencies upgrade and change their Electronic and Information Technology, they must comply with the standards (FAR Final Rule, Chapter 2.1 Final Standards).

In addition to the Access Board EIT Accessibility Standards Subpart B Technical Standards (Appendix B) the Functional Performance Criteria requirements that are listed in Subpart C (Appendix B), state that at least one mode of operation and information retrieval that does not require user vision, hearing, speech, or fine motor control shall be provided, or support for assistive technology used by people with disabilities shall be provided.

The Access Board EIT Accessibility Standards Subpart D (Appendix B) Information, Documentation and Support, requires that (a) product support documentation provided to end-users shall be made available in alternate formats upon request, at no additional charge, (b) end-users shall have access to a description of the accessibility and compatibility features of products in alternate formats or alternate methods upon request, at no additional charge, and (c) support services for products shall accommodate the communication needs of end-users with disabilities.

Under both Section 508 and Section 504, Federal agencies are not required to take any action that they can demonstrate would result in an "undue burden." Undue burden is defined as significant difficulty or expense and is based on case law interpreting Section

504. In the context of Section 508, in determining what is significant difficulty or expense of compliance, each agency must consider all agency resources available to its program or component for which the product or service is being developed, maintained, used or procured. Undue burden determinations are made on a case-by-case basis. Under both Section 504 and Section 508, if a particular action would impose an undue burden, an agency still has an obligation to use alternate methods to provide individuals with disabilities with access to and use of information and data.

(END OF SECTION)

SECTION I

SUBCONTRACT CLAUSES

This subcontract/order incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Without limiting conditions of any other part herein, the following contract clauses contained in the Federal Acquisition Regulation (FAR), as amended, and NASA FAR Supplement, as amended, are incorporated herein and made a part hereof by this reference. Where necessary to make the context of these clauses applicable to this subcontract/order, the term "contractor" shall mean "Seller", the term "contract" shall mean "this subcontract/order", and the terms "Government", "Contracting Officer" and equivalent phrases shall mean "Buyer". All referenced clause numbers refer to the current clauses and revisions in effect as of the date of this subcontract/order. All references to "Disputes" contained in any of the below clauses are hereby deleted in their entirety.

CLAUSE NO.	CLAUSE TITLE	DATE
52.202-1	Definitions	(JUL 2004)
52.203-3	Gratuities	(APR 1984)
52.203-5	Covenant Against Contingent Fees	(APR 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government	(SEPT 2006)
52.203-7	Anti-Kickback Procedures	(OCT 2010)
52.203-8	Cancellation Rescission and Recovery of Funds for Illegal or Improper Activity	(JAN 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	(JAN 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	(OCT 2010)
52-204-4	Printing Copying Double-Sided on Recycled Paper	(MAY 2011)
52.204-9	Personal Identity Verification of Contractor Personnel	(JAN 2011)
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	(DEC 2010)
52.211-5	Material Requirements	(AUG 2000)
52.211-15	Defense Priority and Allocation Requirements	(APR 2008)
52.215-8	Order of Precedence – Uniform Contract Format	(OCT 1997)
52.215-14	Integrity of Unit Prices	(OCT 2010)
52.215-14	Alternate I	(OCT 1997)
52.215-15	Pension Adjustment and Asset Reversions	(OCT 2010)

52.215-18	Reversion or Adjustment of Plans For Postretirement Benefits (PRB) Other Than Pensions	(JUL 2005)
52.216-18	Ordering	(OCT 1995)
52.216-19	Order Limitations	(OCT 1995)
52.216-21	Requirements	(OCT 1995)
52.216-22	Indefinite Quantity	(OCT 1995)
52.217-8	Option to Extend Services	(NOV 1999)
52.217-9	Option to Extend the Terms of the Contract	(MAR 2000)
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	(JAN 2011)
52.219-14	Limitations on Subcontracting	(DEC 1996)
52.222-1	Notice to the Government of Labor Disputes	(FEB 1997)
52.222-20	Walsh-Healey Public Contracts Act	(OCT 2010)
52.222-21	Prohibition of Segregated Facilities	(FEB 1999)
52.222-26	Equal Opportunity	(MAR 2007)
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	(SEP 2010)
52.222-36	Affirmative Action for Workers with Disabilities	(OCT 2010)
52.222.41	Service Contract Act of 1965, as Amended	(NOV 2007)
52.223-6	Drug-Free Workplace	(MAY 2001)
52.223-9	Estimate of Percentage of Recovered Material Content for EPA-Designated Products.	(MAY 2008)
52.223-10	Waste Reduction Program	(MAY 2011)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	(DEC 2007)
52.229-3	Federal, State, and Local Taxes	(APR 2003)
52.229-4	Federal, State, and Local Taxes (State and Local Adjustments)	(APR 2003)
52.229-6	Taxes-Foreign Fixed-Price Contracts	(JUN 2003)
52.230-3	Disclosure and Consistency of Cost Accounting Practices	(OCT 2008)
52.230-6	Administration of Cost Accounting Standards	(JUN 2010)
52.232-8	Discounts for Prompt Payments	(FEB 2002)
52.232-11	Extras	(APR 1984)
52.232-17	Interest	(OCT 2010)
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	(APR 1984)

52.237-3	Continuity of Services	(JAN 1991)
52.242-13	Bankruptcy	(JUL 1995)
52.244-5	Competition in Subcontracting	(DEC 1996)
52.245-1	Government Property	(AUG 2010)
52.245-2	Government Property (Fixed-Price Contracts)	(AUG 2010)
	Installation Operation Services	
52.249-2	Termination for Convenience of the Government (Fixed-Price)	(MAY 2004)
52.249-8	Default (Fixed-Price Supply and Service)	(APR 1984)
1852.204-76	Security Requirements for Unclassified Information Technology Resources	(MAY 2007)
1852-227-14	Rights in Data-General	(OCT 2007)
1852.227-70	New Technology	(MAY 2002)
1852.227-86	Commercial Computer Software – Licensing	(DEC 1987)
1852.237-72	Access to Sensitive Information	(JUN 2005)
1852.237-73	Release of Sensitive information	(JUN 2005)

(End of clause)

SECTION J

J-1 LIST OF DOCUMENTS, EXHIBITS, AND ATTACHMENTS

None at this time

(END OF SECTION)

SECTION K

YEAR 2000 WARRANTY

Seller warrants that each product supplied hereunder shall, in handling any calendar dates including leap years or any truncated portions thereof: within a continuous range of dates before, during and after January 1, 2000 function accurately, without interruption or premature termination, and without requiring any intervention, modification or alteration; and shall accurately process date data correctly provided by other sources in the format required by the product; and in a disclosed, defined and predetermined manner, input, accept, process, store and output 4-digit year dates and/or truncated date fields and date-related information accurately and without ambiguity, i.e., the information technology shall accurately process date data (including but not limited to, calculating, comparing, and sequencing) from, into and between the 20th and 21st centuries and the years 1999 and 2000 and leap year calculations. Notwithstanding anything to the contrary contained herein, the above warranty shall apply for as long as Seller's product is used by Buyer and shall include, at no cost to the Buyer, the correction of any errors in data or programs caused by the failure of Seller's product to perform in conformity with such warranty.

AGREED BY (SUPPLIER)

Signature

Print name

Title

Date

SECTION K

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENT OF OFFERORS

For the purposes of this solicitation, the terms Government and Contracting Officer shall refer to Arcata Associates, Inc. and the terms Contractor and Subcontractor shall apply to the Offeror. All references to "Disputes" contained in any of the below provisions are hereby deleted in their entirety.

Arcata Solicitation Number: _____

Offeror's Name and Address:

DUNS Contractor Establishment No. _____

CAGE Contractor Establishment No. _____

By my signature below, I hereby certify that I am an officer or official of _____ (Organization's Name), that I have the authority to bind or certify for the above named organization, and that by signing below, I certify for that organization and its officials that the information provided by that organization in this Section K is true, current, and accurate to the best of my knowledge and belief.

(SIGNATURE)

(DATE)

(TYPED OR PRINTED NAME)

(TITLE OR POSITION IN ORGANIZATION)

K-1-- FAR 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION
(APR 1985)

(a) The offeror certifies that—

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory—

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision _____
[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision above have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision ; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision .

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

**K-2-- FAR 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS
TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEPT 2007)**

As prescribed in 3.808(a), insert the following provision:

(a) *Definitions.* As used in this provision—"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).

(b) *Prohibition.* The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.

(c) *Certification.* The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

(d) *Disclosure.* If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) *Penalty.* Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of Provision)

K-3—FAR 52.204-5 Women-Owned Business (Other Than Small Business). (MAY 1999)

Women-Owned Business (Other Than Small Business) (May 1999)

(a) *Definition.* "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation.* [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.]

The offeror represents that it [] is a woman-owned business concern.

(End of provision)

K-4—FAR 52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters. (APR 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) “Principals,” for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

K-5-- FAR 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [] intends, [] does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information.

Place of Performance
(Street Address, City,
County, State, Zip Code)

Name and Address of
Owner and Operator of the
Plant or Facility if Other
than Offeror or Respondent

(End of provision)

K-6-- FAR 52.219-1 Small Business Program Representations. (APR 2011)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is _____ [*insert NAICS code*].

(2) The small business size standard is _____ [*insert size standard*].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.*

(1) The offeror represents as part of its offer that it ☐ **is**, ☐ **is not** a small business concern.

(2) [*Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.*] The offeror represents, for general statistical purposes, that it ☐ **is**, ☐ **is not**, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [*Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.*] The offeror represents as part of its offer that it ☐ **is**, ☐ **is not** a women-owned small business concern.

(4) [*Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.*] The offeror represents as part of its offer that it ☐ **is**, ☐ **is not** a veteran-owned small business concern.

(5) [*Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.*] The offeror represents as part of its offer that it ☐ **is**, ☐ **is not** a service-disabled veteran-owned small business concern.

(6) [*Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.*] The offeror represents, as part of its offer, that-

(i) It ☐ **is**, ☐ **is not** a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ☐ **is**, ☐ **is not** a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture.

[*The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.*] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.* As used in this provision-

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern-

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.*

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

Alternate I (Apr 2011). As prescribed in 19.308(a)(2), add the following paragraph (b)(7) to the basic provision:

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

_____ Black American.

_____ Hispanic American.

_____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

_____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

_____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

_____ Individual/concern, other than one of the preceding.

K-7—FAR 52.219-22 Small Disadvantaged Business Status (OCT 1999)

a) *General.* This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) *Representations.* (1) *General.* The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

* (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

* (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in

accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) * *For Joint Ventures.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [*The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:_____.*]

(c) *Penalties and Remedies.* Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall—

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment;
- and
- (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

(End of provision)

Alternate I (APR 2011). As prescribed in 19.308(b), add the following paragraph (b)(3) to the basic provision:

(3) *Address.* The offeror represents that its address ☐ **is**, ☐ **is not** in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR Part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

(End of provision)

K-8--FAR 52.222-22 Previous Contracts and Compliance Reports. (FEB 1999)

Previous Contracts and Compliance Reports (Feb 1999)

The offeror represents that--

(a) It [] **has**, [] **has not** participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It [] **has**, [] **has not** filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

K-9-- FAR 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that (a) it [] **has** developed and has on file, [] **has not** developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it [] **has not** previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

K-11-- FAR 52.230-1 COST ACCOUNTING STANDARDS, NOTICES, AND CERTIFICATION (OCT 2008)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III. Offeror's shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract. If the offeror is an educational institution, Part II does not apply unless the contemplated contract is subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2 ©(6), respectively.

I. DISCLOSURE STATEMENT - COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation, except contracts in which the price negotiated is based on (1) establishing catalog or market

prices of commercial items sold in substantial quantities to the general public, or (2) prices set by law or regulation, will be subject to the requirements of 48 CFR, Parts 9903 and 9904, except for those contracts which are exempt as specified in 48 CFR, Subpart 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR, Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR, Subpart 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) **Certificate of Concurrent Submission of Disclosure Statement.**
The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form Number CASB DS-1 or CASB DS-2 as applicable. Forms may be obtained from the cognizant ACO or Federal Official and/or the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement:_____

Name and Address of Cognizant ACO or Federal Official where filed:

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

[] (2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official where filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

[] (3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$25 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

[] (4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR, Subpart 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraphs (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offeror's currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$25 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS - ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR, Subpart 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR, Subpart 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because (i) during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding \$1million. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$25 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ YES ☐ NO

(End of Provision)

K-12-- FAR 15.406-2 CERTIFICATE OF CURRENT COST OR PRICING DATA

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific

identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of _____* are accurate, complete, and current as of _____.**. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm: _____

Signature: _____

Name: _____

Title: _____

Date of execution***: _____

* Identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).

** Insert the day, month, and year when price negotiations were concluded and price agreement was reached **or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on price.**

*** Insert the day, month, and year **of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.**

(End of certificate)

|

SECTION L

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L-1 PREPARATION OF OFFERS: Offeror(s) shall submit a proposal by completing Sections B, and K of this solicitation and submitting the proposal to the "Issued By" Office no later than the date and time required by this solicitation. In addition, offeror's who submit offers without the required certifications or descriptive literature may be considered non-responsive by Arcata Associates, Inc. .

L-2 OFFEROR RESPONSES: Any questions concerning this solicitation must be submitted in writing to the Buyer NO LATER THAN JULY 19, 2011 BY 2:30PM PACIFIC STANDARD TIME. Questions must be sent via email to the attention of the Buyer to DFRC-DL-Arcata-Procurement@mail.nasa.gov. Responses will be submitted as an attachment via Federal Business Opportunities at www.fbo.gov no later than close of business July 25, 2011. The Buyer should also be notified in writing within the same time frame of any conflicting requirements, discrepancies, or omissions that are found. The Buyer's response to any written question or other concern will be provided in writing to all sources requesting this solicitation.

L-3 PROPOSAL SUBMISSION: The Offeror should respond to this solicitation with a formal, comprehensive proposal. The proposal is to be separated into three volumes:

Volume I - Business Proposal. One (1) original, ten (10) copies and one (1) CD of the Business Proposal is required. The Business Proposal shall contain detailed cost information on a component level line item basis. Include an executed copy of Sections B, and K of this solicitation.

Volume II - Technical Proposal. One (1) original, ten (10) copies and one (1) CD of the Technical Proposal shall be submitted. No pricing shall be included in the Technical Proposal.

The Offeror's Technical Proposal must answer each section specifically of the Statement of Work. For ease of evaluation, the Offeror shall reference each paragraph number of each Statement of Work in the Technical Proposal. The terms "in compliance" and "will conform" are not normally considered an acceptable response. Technical specifications for each component proposed must be included in Volume II.

Any additional submissions, such as catalog sheets, drawings, etc., should be included in Volume II.

Volume III – Past Performance. One (1) original, ten (10) copies and one (1) CD of the Past Performance Proposal (relevant experience) shall be submitted. No pricing shall be included in the Past Performance. Volume III is to include the past five years of

relevant experience, name of company which the work was performed, point of contact and phone number.

Should the Offeror take exception to certain requirements stated herein, the Offeror should state the reason or reasons for the exception or non-compliance. If any Offeror desires to offer equipment that deviates from the minimum requirements of the Statement of Work, either for enhancement or cost affectivity, the Offeror shall first propose complying or qualifying equipment, followed by the offered option equipment.

L-4 This solicitation incorporates the following provisions by reference, with the same force and effect as if they were given in full text. Upon request, Arcata Associates, Inc. will make their full text available. Without limiting conditions of any other part herein, the following contract provisions contained in the Federal Acquisition Regulation (FAR), as amended, are incorporated herein and made a part hereof by this reference. Where necessary to make the context of these provisions applicable to this subcontract/order, the term "contractor" shall mean "Seller", the term "contract" shall mean "this subcontract/order", and the terms "Government", "Contracting Officer" and equivalent phrases shall mean "Buyer". All referenced provision numbers refer to the current provisions and revisions in effect as of the date of this subcontract/order. All references to "Disputes" contained in any of the below provisions are hereby deleted in their entirety.

PROVISION NO.	PROVISION TITLE	DATE
52.211-14	Notice of Priority Rating for National Defense Use	(APR 2008)
52.215-1	Instructions to Offeror's-Competitive Acquisition	(JAN 2004)
52.215-5	Facsimile Proposals	(OCT 1997)
52.222-24	Pre award On-Site Equal Opportunity Compliance Evaluation	(FEB 1999)
52.237-1	Site Visit	(APR 1984)

L-5 PROCUREMENT POINT OF CONTACT (BUYER):

(a) Any communication concerning this solicitation shall cite the solicitation number and be directed only to the following Arcata representative:

NAME: Anne Crowell

TITLE: Senior Buyer

PHONE: (661) 276-2591 FAX: (661) 276-6092
No collect calls accepted.

EMAIL: dfrc-dl-arcata-procurement@mail.nasa.gov

ADDRESS: Arcata Associates, Inc.
ATTN: Anne Crowell
Building 4876, Whse 6 Lilly Drive
Edwards AFB, CA 93523

- (b) Questions of any nature or in any form shall not be directed to the technical activity personnel.
- (c) Questions due to Buyer, no later than, July 19, 2011, 2:30pm, Pacific Standard Time.
- (d) Responses due from Buyer, no later than, July 25, 2011, 2:30pm, Pacific Standard Time.

NOTE: Submit all questions via email to dfrc-dl-arcata-procurement@mail.nasa.gov . In the subject line, please reference the solicitation # AAI080975-11-012.

- (e) All proposal submissions are due no later than August 1, 2011.

L-6 FALSE STATEMENTS IN OFFERS: Offeror's must provide full, accurate, and complete information as required by this solicitation and its attachments. The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

L-7 DISCOUNTS: Prompt payment discounts will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a prompt payment discount in conjunction with the offer, offeror's awarded subcontract may include a prompt payment discount on individual invoices. All discount terms should be annotated with other price data in Section B.

SECTION M

EVALUATION FACTORS FOR AWARD

M-1 EVALUATION FACTORS FOR AWARD: The proposal will be evaluated upon the basis of the factors below. Final award will be made based on the factors in M-2 which form the best value for Arcata Associates, Inc.

M-2 FACTOR AND SUBFACTOR RATINGS

Each proposal will be evaluated qualitatively by assigning the following ratings to each requirement listed in the RFP. Requirements that are not addressed will receive a 0 rating on that particular element. Proposals that partially meet a requirement element will receive a rating of 3. Proposals that fully meet the requirement element will receive a rating of 5. Proposals that exceed the requirement element will receive a rating of 7. There are 280 points possible.

Requirements Rating		
Rating	Points	Definition
Outstanding	250+	Proposal significantly exceeds requirements in a way that benefits Arcata or meets the requirements and contains at least one exceptional enhancing feature, which benefits Arcata. Any weakness is minor.
Highly Satisfactory	220-250	Proposal exceeds requirements in a way that benefits Arcata or meets the requirements and contains enhancing features which may benefit Arcata. Any weakness is minor.
Satisfactory	200	Proposal meets requirements. Any weaknesses are acceptable to Arcata.
Marginal	120-200	Proposal contains weaknesses or minor deficiencies which could have some impact if accepted.
Unsatisfactory	<120	Proposal does not comply substantially with RFP requirements.

The Elements that will be scored are as follow:

Requirement Element
This storage must be clustered to provide failover capability with multi- pathing capability.
This storage must support enterprise level IOPS support (>50,000 IOPS).
This storage must be able to support multiple RAID configurations including RAIS 5 with integrated hot spares and RAID 10.
This storage must be able to clone volumes while in production and be able to support real-time, dynamic volume expansion.
Storage equipment must be VM Certified hardware (i.e. VMware Ready).
Storage must support NFS, CIFS, HTTP, iSCSI, NDMP, FTP and sFTP protocols.
Storage must be able to support simultaneous connections to multiple networks.
Storage networking must have the ability to support IP multi-pathing, VLAN tagging, link aggregation and 802.1q (QoS). Must be able to tune network traffic (QoS).
Equipment must have flexible expansion card slots (e.g. SAS cards, fibre channel cards, 10Gb NICs).
Equipment must have web based management console.
Equipment must support dual-port SAS drives.
Equipment must have dedicated read and write caches. Must be able to redistribute and/or add read and write cache modules as needed.
Equipment must be able to support both 10Gb Cisco network infrastructure and fiber channel networking. Each head node must initially have 4 x 10Gb network connections with have the ability to add additional 10Gb NICs as needed.
Equipment must support the current IPv4 networking in the data center and have the ability to support IPv6 in parallel.
Equipment must be SAS-2.0 drive compatible with 6Gb/sec or better signaling rate.
Equipment must be able to produce system generated alerts that are configurable.
Equipment must have built-in health monitoring and metrics (e.g. available storage, used storage etc.).

The management network traffic must be isolated from storage network traffic and utilize HTTPS and/or SSH. Separate physical connection for device management is necessary.
Equipment must be compatible to integrate with Active Directory and LDAP and must be able to support LDAP/AD certificate authentication.
Storage must support mirrored (bi-directional) replication over multiple interface types (e.g. 10Gbe, fibre channel) to storage appliance from other manufactures.
Each head node must contain at least 4 fibre channel (minimum 4Gbits/s, preferably 8Gbits/s) connections with the ability to expand later.
Dynamic reconfiguration of LUNs preferred.
Storage must support snapshot and cloning of volumes.
Ability to load balance via the head nodes is desirable.
Ability to remotely power off all components is desirable.
Capability to create an offsite replication of data for disaster recovery is desirable.
Must be scalable and able to provide at least 400TB (initial) usable storage.
Must be expandable to minimum 1PB usable storage capacity.
Must be delivered with the storage preconfigured and will require no more than 7 days to have the storage available to the Data Center using our existing network.
Provide on-site installation/integration services to include full training for up to four (4) system administrators. This training is to include operations and troubleshooting.
Provide full system documentation after installation that include architecture drawings, system configuration data and document and full OEM operation and maintenance manuals
Provide 24 hour 7 day support to the Center, with minimum 4 hours to be on-site during workweek and available for weekend support. This would include all spares or complete replacement.
Provide 24x7x365 telephone support is required.
Support needs to be local to Edwards AFB/Kern County
Must have available annual HW/SW maintenance contracts
Must be supportable for 5 years after installation and setup are complete
Must be compatible with the current Data center infrastructure to include power and rack mounting.

Power is 208 and equipment must have redundant power supplies.
Racks are PARAMOUNT-44U-30W-45D and equipment must be free floating and able to fit inside these racks.
Must meet cooling architecture with hot/cold aisles.

M-3 AWARD: (a) Arcata Associates, Inc. intends to award a subcontract/order resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to Arcata Associates, Inc. cost or pricing and other factors specified elsewhere in this solicitation considered.

(b) Arcata Associates, Inc. may (1) reject any or all offers if such action is in the best interest of Arcata Associates, Inc. (2) accept other than the lowest offer, and (3) waive informalities and minor irregularities in offers received.

(c) Arcata Associates, Inc. may award a subcontract/order on the basis of the initial offer without discussions. Therefore, the initial offer should contain the Offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding subcontract/order without further action by either party. Before the offer's specified expiration time, Arcata Associates, Inc. may accept the offer whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of the offer do not constitute a rejection or counter-offer by Arcata Associates, Inc.

(e) Neither financial data submitted with an offer, nor representation concerning facilities or financing, will form a part of the resulting subcontract/order. However, if the resulting subcontract/order contains a clause providing for price reduction for defective cost or pricing data, the subcontract/order price will be subject to reduction if cost or pricing data furnished is incomplete, inaccurate, or not current.

(f) It is the intention of Arcata Associates, Inc. to award one subcontract/order for the items defined in Section B to the Offeror whose proposal is determined to be in the best interest of Arcata Associates, Inc. This does not preclude or limit Arcata Associates, Inc. from making a split award if it is deemed in the best interest of Arcata Associates, Inc.

M-4 Award of a subcontract/order is at the sole discretion of Arcata Associates, Inc. and may be contingent upon receipt of NASA funding. Arcata Associates, Inc. reserves the right to reject any or all offers based solely on Arcata Associates, Inc. judgment.

M-5 Without limiting conditions of any other part herein, the following contract clauses contained in the Federal Acquisition Regulation (FAR), as amended, are incorporated herein and made a part hereof by this reference. Where necessary to make the context

of these clauses applicable to the subcontract/order, the term "Contractor" shall mean "Seller", the term "contract" shall mean "this subcontract/order", and the terms "Government", "Contracting Officer", and equivalent phrases shall mean "Buyer". All referenced paragraph numbers refer to the current paragraphs and revisions in effect as of the date of this subcontract/order. All references to "Disputes" contained in any of the below are hereby deleted in their entirety.

52.217-3	Evaluation Exclusive of Options	(APR 1984)
52.217-4	Evaluation of Options Exercised at Time of Contract Award	(JUN 1988)
52.217-5	Evaluation of Options	(JUL 1990)

(End of Provision)

M.6 RELEVANT EXPERIENCE AND PAST PERFORMANCE

Under the Relevant Experience and Past Performance factor, the Performance Confidence Assessment represents the evaluation of a Supplier's and associated key or major subcontractors', teaming partners', and joint venture partners' present and past work record to assess Arcata's confidence that the Supplier will successfully perform as proposed. Arcata will evaluate the Supplier and associated key or major subcontractors', teaming partners' and joint venture partners' demonstrated record of contract compliance in supplying products and services that meet user's needs, including cost and schedule. The Relevant Experience and Past Performance evaluation is accomplished by reviewing aspects of a Supplier's and associated key or major subcontractors', teaming partners', and joint venture partners' relevant present and recent past performance, focusing on and targeting performance that is relevant to the Mission Capability factor and sub factors and the requirements of this solicitation.

Arcata will evaluate current and past (within the last five (5) years) performance to determine Arcata's confidence in the Contractor's ability to successfully perform the project effort. The Past Performance evaluation is to include references of similar work, describe working on a military facility and describe any experience working on a similar type project. In determining technical relevance, the criteria shown below will be used. Supplier should note that the order of the criteria does not imply any prioritization.

In addition, the following criteria will be evaluated to determine Arcata's confidence in the Supplier's ability to successfully perform the Data Center Clustered Storage effort:

- a. Reliability – Supplier's past performance in the reliability of similar systems
- b. Schedule – Supplier's past performance in meeting proposed schedules and initiative expressed in meeting requirements and taking corrective action

- c. Cost – Quality of cost reporting and effectiveness in controlling associated costs
- d. Success - Extent of prior success and attainment of technical goals
- e. Prioritization - Effectiveness of handling priorities, changes, emergencies and other unexpected situations
- f. Resources - Adequacy and accessibility of support from other segments of the company
- g. Communication - Degree of cooperation and effectiveness of working relationships with customers.
- h. Quality - Quality of technical performance and of meeting customer expectations

Present or recent past performance of subcontractors, teaming partners, and joint venture partners will be assessed as either relevant or not relevant.

Past performance information may include data on efforts performed by other divisions, critical subcontractors, or teaming contractors, if such resources will be brought to bear or significantly influence the performance of the proposed effort. Arcata may consider as relevant efforts performed for agencies of the federal, state, or local governments and commercial customers where the performance can be independently verified. As a result of those risks and strengths identified, each Supplier's will receive an integrated Performance Confidence Assessment, which is the rating for the Past Performance factor. Although the past performance evaluation focuses on performance that is relevant to the Mission Capability factor, the resulting Performance Confidence Assessment is made at the factor level and represents an overall evaluation of the likelihood of successful contractor performance. In addition to evaluating the extent to which the Supplier's performance meets mission requirements, the assessment will consider things such as the Supplier's history of forecasting and controlling costs, adhering to schedules (including the administrative aspects of performance), reasonable and cooperative behavior and commitment to customer satisfaction, and generally, the contractor's business-like concern for the interest of the customer.

Where the Supplier's relevant performance record indicates performance problems, Arcata will consider the number and severity of the problems and the appropriateness and effectiveness of any corrective actions taken (not just planned or promised). Arcata may review more recent contracts or performance evaluations to ensure corrective actions have been implemented and to evaluate their effectiveness.

Supplier's without a record of relevant past performance or for whom information on past performance is not available will not be evaluated favorably or unfavorably on past performance, and as a result, will receive a "Neutral/Unknown Confidence" rating for the Past Performance factor.

More recent and relevant performance will have a greater impact on the Performance Confidence Assessment than less recent or less relevant effort. A strong record of relevant past performance may be considered more advantageous to Arcata than a

"Neutral/Unknown Confidence" rating. Likewise, a more relevant past performance record may receive a higher confidence rating and be considered more favorably than a less relevant record of favorable performance.

[END OF SOLICITATION]